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OCT 22 1998

**CONSTRUCTION SUBCONTRACT**

C.B.I.

WITNESSETH THIS AGREEMENT, made this 24th day of September 1998 by and between Coastal Builders, Inc. hereinafter called the Contractor, and Metropolitan Glass Co., 4415 Govt. Blvd., Moible, AL 36693 hereinafter called the Sub-Contractor. Pursuant to said Agreement, Sub-Contractor agrees to furnish at his own expense, all labor, materials, and equipment to do and perform in a good, safe and workmanlike manner all the necessary installation described as follows:

**Single Hung Windows**

**Fixed Storefront Windows w/Tempered Glass**

**Sliding Glass Doors**

**Bath Mirrors**

**Mirrored Closet Doors**

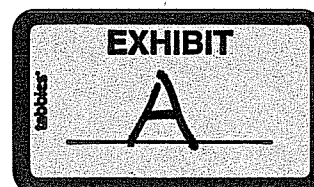
**\$70,177.00**

situated upon said real property hereinafter described Fourwinds Condominiums to be done and labor and material furnished therefore in conformity with the plans and specifications for the same prepared by:

Henry Norris & Associates, Inc.

In connection with the forgoing Subcontract, the parties hereto mutually agree as follows:

1. Subcontractor required to have a Alabama State License Number.
2. To furnish certificates of Workers Compensation as required by law with Employers Liability Limits of \$500,000 for bodily injury accident each accident, \$500,000 for bodily injury by disease-policy limit, and \$500,000 for bodily injury by disease-each employee; Commercial General Liability coverage in the amount of \$1,000,000 each occurrence, \$1,000,000 general aggregate, \$1,000,000 completed operation aggregate; and Commercial Automobile Liability of \$1,000,000 each accident. Said insurance will be evidenced by certificates filed with the Contractor naming the Contractor as additional insured under Commercial General Liability and Automobile Liability and providing a waiver of subrogation with respect to Workers' Compensation in favor of the Contractor.
3. Sub-Contractor agrees to do all work in a first class and workmanlike manner and to the entire satisfaction of the Owner, Contractor, and Architect. This, however, is not to be construed to



mean that the Contractor retains or reserves the right to control the manner and method in which the Sub-Contractor performs its work. The Contractor has no right to control the manner and method in which the Sub-Contractor performs its work, other than the mere retention of the Contractor to supervise or inspect the work of the Sub-Contractor as it progresses to determine and ensure that it is completed in accordance with the plans and specifications of said project. The Sub-Contractor is solely responsible for the proper and complete coordination of its work.

4. The Sub-Contractor agrees to promptly begin said work as soon as notified by said Contractor and complete the above work as follows: START WORK WITHIN 48 HOURS AFTER NOTIFICATION AND CONTINUE WITH SUFFICIENT MEN SO AS NOT TO DELAY THE PROGRESS OF THE JOB. ATTENTION IS HEREBY DIRECTED TO THE FACT THAT TIME IS OF THE ESSENCE IN THIS CONTRACT. ANY PENALTIES TO US DUE TO THE IMPROMPTNESS OF THE COMPLETION OF YOUR WORK WILL BE DEDUCTED FROM YOUR FINAL PAYMENT.

5. To remain Constantly on the job during the progress of his work and have a competent foreman approved by the Contractor on the job and employ sufficient men to complete the above described work in a given time.

6. To take proper care of building materials on the grounds.

7. To pay for all building materials, sidewalks, and curbs wasted or damaged on the premises through his operation, and belonging to their parties.

8. To make no change or changes for extras without the written consent and agreement of the of the Contractor, and directly to the Contractor.

9. Sub-Contractor will adhere to all OSHA rules and regulations. (Safety glasses, steel toe boots, hardhats, etc.). Sub-Contractors and employees may be subjected to Contractors drug enforcement policy.

10. To clean up and remove from grounds all of his surplus materials caused during the performance of the work in this Contract. If Sub-Contractor does not clean up the debris resulting from its portion of the work, Contractor may remove same and charge actual cost of removal to Sub-Contractor. Sub-Contractor shall comply with all statutes and ordinances of any governmental agency or authority.

11. The Sub-Contractor hereby agrees to indemnify and hold harmless Owner and Contractor and its insurers, agents, servants, adjuster, employees, attorneys, successors, and assigns from any claims, suits, or demands which might be made in the future in connection with the foregoing Sub-Contract. Sub-Contractor further agrees to forever release, remise, acquit, and discharge the Contractor from any and all actions, suits, costs, damages, expenses, compensation, and liabilities of everykind, character, and description, either direct or consequential, at law or in equity, which the Sub-Contractor, or any employee or party claiming through the Sub-Contractor, may bring at any time hereto arising from, resulting or in any manner incidental to the performance of the work specified in this Sub-Contract

12. Should the Sub-Contractor fail to employ sufficient competent help to complete the work in the given time, the Contractor may after giving forty-eight hour written notice, by letter, telegram, or fax mailed or sent to the last known address of the Sub-Contractor, employ help to complete the work and charge the same to the subcontractors account and/or charge the Sub-Contractor any penalties due to their failure to complete on the given due date. If the cost of completing said work exceeds the contract price, the Sub-Contractor herein agrees to reimburse the Contractor any sum above and over the contract price. If the cost of completing the work does not exceed the contract price, any excess shall be paid to the Sub-Contractor. If the Contractor is assessed any type of damage by the Owner for failure to complete the work on time, and if the delay has been caused by the Sub-Contractor herein, the Sub-Contractor agrees to pay the portion of the damages caused by or attributed to his failure to complete his work on time and in accordance with the working schedule.

13. This contract shall not be assigned to another party by the Sub-Contractor without the permission in writing from the Contractor.

14. Sub-Contractor to furnish to Contractor a one-year written guarantee covering all defects in labor and materials unless specifications call for a longer guarantee.

15. If required by the Contractor, the Sub-Contractor will furnish a faithful performance, material, and labor bond for the contract amount listed herein and by a bonding company acceptable to the Contractor.

IN CONSIDERATION WHEREOF, the said Contractor agrees to pay to the said Sub-Contractor the sum of: Seventy Thousand One Hundred Seventy Seven Dollars and 00/100-----(\$70,177.00) said materials and labor and said amount includes sales tax and is to be paid as follows:

90% of progress payments to be paid monthly.

Contractor reserves the right to reduce overbilled progress payments as He deems necessary.

Unless otherwise provided herein, the above stated contract price will be paid in installments as progress payments are made to the Contractor. The Sub-Contractor will be paid his proportionate interest in each progress payment. Contractor shall have the right to withhold from the Sub-Contractor any payments if he fails to present satisfactory evidence that all current bills for labor and materials, or other liabilities, have been paid in connection with this Sub-Contract, and Contractor shall be entitled to require labor and/or material releases before any payment is made.

In final payment of (see above) which the said Contractor will pay to the said Sub-Contractor, 30 days after the final acceptance and payment by Owner provided the Sub-Contractor has completed his work to the full satisfaction of said Contractor, Owner and Owners Representative (Architect / Engineer).

The Contractor and Sub-Contractor for themselves, their executors, successors, and assigns hereby agree to the full performance of the covenants and agreements of this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Metropolitan Glass Company

Sub-Contractor

By: \_\_\_\_\_

(Seal if Corporation)

Coastal Builders, Inc.

Contractor

By: \_\_\_\_\_

(Corporate Seal)